

THOMAS L. GARTHWAITE, M.D. Director and Chief Medical Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

December 1, 2005

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT NO. H-700134 WITH OLIVE VIEW-UCLA EDUCATION & RESEARCH INSTITUTE (5th District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 3 to Agreement No. H-700134, substantially similar to Exhibit I, for the continued provision of genetic counseling services with Olive View-UCLA Education & Research Institute, to extend the term for six months, effective January 1, 2006 through June 30, 2006 with a maximum obligation of \$25,800, net County cost, and delegate authority to extend on a month-to-month basis for six months, through December 31, 2006 under the same terms and conditions, pending review and analysis by the Department of Human Resources recommending approval to the Board of Supervisors to create a new classification of Genetics Counselor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is approving and authorizing the Director of Health Services to sign Amendment No. 3 with Olive View-UCLA Education & Research Institute (ERI) to continue to provide a Genetics Counselor position in the Prenatal Diagnosis Program and Post-Partum Clinic at Olive View-UCLA Medical Center (OVMC).

FISCAL IMPACT/FINANCING:

The maximum obligation of Amendment No. 3 to Agreement No. H-700134 with ERI is \$25,800, net County cost, for the period, January 1, 2006 through June 30, 2006. This increases the maximum obligation to \$190,660 during the term of the Agreement, July 1, 2003 through June 30, 2006.

Gloria Molina First District

Yvonne Brathwaite Burke Second District

> Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors December 1, 2005 Page 2

Funding is included in the Fiscal Year 2005-06 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 17, 2003, the Board approved delegated authority to the Director of Health Services, or his designee, to execute, upon County Counsel review and approval, various service agreements, under the same terms and conditions as previously provided for under then existing purchase orders. Under this Board action, a Genetic Counseling Services Agreement with ERI was approved for the period of July 1, 2003 through December 31, 2003, for a maximum obligation of \$9,000, net County cost.

Subsequently, the Board approved Amendment No. 1 to increase the maximum obligation and extend the Agreement from January 1, 2004 through December 31, 2004. On December 14, 2004, the Board approved Amendment No. 2 with ERI. This Amendment increased the maximum obligation by \$80,944 to \$164,860 and extended the term through December 31, 2005.

To address the ongoing need for these services, and because there is no County classification which performs these services, OVMC supplied a completed Classification Questionnaire, draft Class Specification and salary recommendation to the Department of Health Services' Human Resources (DHS HR) Classification and Compensation Branch. DHS HR will perform an analysis, and survey the other DHS facilities to assess their genetic counseling needs. Based upon DHS HR' preliminary findings, a recommendation to create a new County Class Specification will be forwarded to the Department of Human Resources (DHR). After review, and if approved, DHR will recommend Board approval of the new classification of Genetics Counselor. Once this occurs, the need for a contract with ERI will be eliminated.

Amendment No. 3 will allow time for the Class Specification study to be completed and ensure the continued provision of genetic counseling services for the period of January 1, 2006 through June 30, 2006, with a month-to-month extension for six months, through December 31, 2006. The Agreement may be terminated for convenience upon a ten day advance written notice by either party.

Amendment No. 3 provides for the services of the Genetics Counselor, whereas, Amendment No. 2 provided services from the Genetics Counselor and Genetics Coordinator. OVMC filled the Genetics Coordinator position.

Amendment No. 3, Exhibit I, has been approved as to form by County Counsel. Attachment A provides additional information.

CONTRACT PROCESS:

It is not appropriate to advertise Amendments to existing Agreements on the Los Angeles County Online Web Site.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of Amendment No. 3 to Agreement H-700134 with ERI will ensure that genetic counseling services continue uninterrupted at OVMC.

The Honorable Board of Supervisors December 1, 2005 Page 3

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D. Director and Chief Medical Officer

TLG:rf
Genetic Counselor.rf.wpd

Attachments (2)

c: Chief Administrative Officer County Counsel Executive Officer, Board of Supervisors

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Genetic counseling, prenatal diagnosis and education services to underserved populations.

2. AGENCY ADDRESS AND CONTACT PERSON:

Denise Tritt, Business Manager Olive View-UCLA Education & Research Institute (ERI) 14445 Olive View Drive Sylmar, California 91342

Telephone: (818) 364-3434 Facsimile: (818) 364-3465

3. FINANCIAL INFORMATION:

The maximum obligation of Amendment No. 3 to Agreement No. H-700134 with ERI is \$25,800, net County cost, for the period, January 1, 2006 through June 30, 2006. This increases the maximum obligation to \$190,660 during the term of the Agreement, July 1, 2003 through June 30, 2006.

Funding is included in the Fiscal Year 2005-06 Final Budget and will be requested in future fiscal years.

4. <u>TERM</u>:

July 1, 2003 through December 31, 2006.

5. GEOGRAPHIC AREA TO BE SERVED:

Fifth District.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Melinda Anderson, Chief Executive Officer, Olive View-UCLA Medical Center

7. APPROVALS:

Olive View-UCLA Medical Center: Melinda Anderson, Chief Executive Officer

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (as to form): Elizabeth J. Friedman, Senior Deputy

Contract No. <u>H-700134-3</u>

GENETIC COUNSELING SERVICES AGREEMENT AMENDMENT NO. 3

	THIS AMENDMENT is made and entered into thisday			
of	, 2005,			
	by and between	COUNTY OF LOS ANGELES (hereafter "County")		
	and	OLIVE VIEW-UCLA EDUCATION & RESEARCH INSTITUTE (hereafter "Contractor").		

WHEREAS, reference is made to that certain document entitled, "GENETIC COUNSELING SERVICES AGREEMENT", dated June 17, 2003, and further identified as County Agreement No. H-700134, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend its term and make the changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2006.

- 2. Effective January 1, 2006, all references to "Exhibit A-2" in the Agreement, shall hereafter be replaced by "Exhibit A-3", attached hereto and incorporated by reference.
- 3. Effective January 1, 2006, Schedule 4 shall be added to the Agreement, attached hereto and incorporated herein by reference.
 - 4. Paragraph 1, <u>TERM</u>, of the Agreement shall be revised to read as follows:
 - "1. TERM: The term of this Agreement shall commence on July 1, 2003, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight June 30, 2006. The term of this Agreement may be extended by the Director of the Department of Health Services beyond the stated expiration date of June 30, 2006, on a month-to-month basis, for a period not to exceed six (6) months, upon the written mutual agreement of the Director and Contractor. All provisions of the Agreement in effect on June 30, 2006, shall remain in effect for the extension period.

 Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement. If Director and Contractor fail to mutually agree in writing to extend the Agreement term as of the expiration date of June 30, 2006, the Agreement shall expire on such date.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least ten (10) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

5. Agreement Paragraph 2, <u>DESCRIPTION OF SERVICES</u>, Subparagraph A, shall be revised to read as follows:

"2. DESCRIPTION OF SERVICES:

- A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit A-3, Scope of Work, attached hereto and incorporated herein by reference."
- 6. Agreement Paragraph 4, <u>BILLING AND PAYMENT</u>, Subparagraphs A and C. shall be revised to read as follows:

"4. BILLING AND PAYMENT:

- A. County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit A-3, attached hereto and incorporated herein by reference.
- C. Payment by County hereunder shall be made within thirty (30) days after receipt of a billing statement which is deemed to be complete and correct by DHS' Olive View Medical Center, and/or the County's Auditor-Controller, or his/her duly authorized representative in accordance with Exhibit A-3, Paragraph 4, PAYMENT, hereinbelow."

- 7. Subparagraph D, shall be added to Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, as follows:
 - "D. During the period of January 1, 2006 through

 June 30, 2006, the maximum obligation of County for all services provided

 hereunder shall not exceed Twenty-Five Thousand, Eight Hundred Dollars

 (\$25,800). The term of this Agreement may be extended for an additional 6

 months, on a month-to-month basis, from July 1, 2006 through December 31,

 2006. Contractor shall be compensated according to the same payment

 provisions and rate specified for the initial term of this Agreement."
- 8. ADDITIONAL PROVISIONS Paragraph 36, <u>CONTRACTOR</u>

 <u>RESPONSIBILITY AND DEBARMENT</u>, shall be replaced in its entirety with the following:

"36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.
- B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County

contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

- C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same,(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a

recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has

been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

- I. These terms shall also apply to any subcontractors of County Contractors."
- 9. Paragraph 43, <u>CERTIFICATION REGARDING DEBARMENT</u>,

 <u>SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER</u>

 <u>COVERED TRANSACTIONS (45 C.F.R. Part 76)</u>, shall be added to the ADDITIONAL PROVISIONS as follows:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, "43. INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76): Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By entering into this Agreement with County, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of the Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."
- 10. Paragraph 44, <u>CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE</u>, shall be added to the ADDITIONAL PROVISIONS as follows:
 - "44. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the attached "Charitable

Contribution Certification" form, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202)."

- 11. Paragraph 45, <u>REPORTING OF ELDER AND DEPENDENT ADULT ABUSE</u>, shall be added to the ADDITIONAL PROVISIONS as follows:
 - "45. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staff have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both."
- 12. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed in its Director of Health Services, and

Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

	COUNTY OF LOS ANGELES
	By Thomas L. Garthwaite, M.D. Director and Chief Medical Officer
	OLIVE VIEW-UCLA EDUCATION & RESEARCH INSTITUTE Contractor
	Bv
	BySignature
	Printed Name
	Title(AFFIX CORPORATE SEAL)
APPROVED AS TO FORM BY THE OFFICE OF COUNTY COU	JNSEL
APPROVED AS TO CONTRACT ADMINISTRATION:	
Department of Health Services	
By:Cara O'Neill, Chief	
Contracts and Grants Division	

Board letter genetics counselor exhibit 1 11.28.05

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name	**************************************		**************************************
Address	***************************************		**************************************
Internal Revenue Service Employer Identification Number	***************************************	•••••	ANIONEEASONAMEN
California Registry of Charitable Trusts "CT" number (if applicable)		***************************************	
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to Supervision of Trustees and Fundraisers for Charitable Purposes Act whi receiving and raising charitable contributions.			
CERTIFICATION YES NO			
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.)	()
OR			
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.)	()
Signature Date			
Title (please type or print)		N	ame and

Effective 09/06/05

STATEMENT OF WORK OF WORK GENETIC COUNSELING SERVICES AGREEMENT

1. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of genetic counseling services hereunder. Upon request by Director, Contractor's administrator shall be available at all reasonable times (Monday through Saturday, 8:00 a.m. to 5:00 p.m.) to explain the services it is providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility receiving services herein.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide genetic counseling services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services

are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff) their titles, professional degrees (if any) salary history, and experience in providing services hereunder.

- C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.
- D. Contractor assumes the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.
- 2. COUNTY PERSONNEL: County does not anticipate assigning
 County personnel or employees to assist Contractor on a full-time or
 even a part-time basis regarding services to be provided by
 Contractor pursuant to this Agreement. However, County personnel
 will be made available to Contractor at the discretion of Director to
 provide necessary input and assistance in order to answer questions
 and provide necessary liaisons between Contractor and County. In any
 event, County further will provide Contractor with an appropriate
 contact person at each work site location to be served under this
 Agreement.

- 3. <u>SERVICES TO BE PROVIDED BY CONTRACTOR</u>: Contractor shall provide genetic counseling services in accordance with the Genetic Counseling Services Schedule, attached hereto and incorporated herein by reference, for the performance of the following:
 - A. Contractor shall provide Genetics Counselor services for the Olive View-UCLA Prenatal Diagnosis Program. Contractor shall provide Genetics Counselor(s) to:
 - Provide genetic counseling to patients referred to
 the Olive View Prenatal Diagnosis Unit: obtain detailed
 pregnancy and family histories; review medical records;
 counsel patients regarding significance of genetic
 disorders, inheritance patterns, recurrence risks for birth
 defects and options for prenatal testing; counsel patients
 regarding abnormal results; prepare genetic counseling
 summary reports for clinicians;
 - Respond to genetic inquiries from within the hospital (NICU, inpatient OB, and inpatient/outpatient pediatrics) and the outlying health centers;
 - Counsel patients and/or coordinate referrals to the Olive View-UCLA Pediatric Genetics Clinic and/or the UCLA Medical Genetics Clinic;
 - Conduct weekly meetings with clinical staff to review and discuss cases;
 - Maintain and update library of low literacy patient literature and educational materials;

- Evaluate the medical community and lay public as needed on genetic diseases, birth defects, prenatal diagnosis, genetic screening and indications for referral;
- Supervise clinical activities of genetics counselor interns; and,
- Serve as administrative assistant to medical director for Olive View/UCLA Prenatal Diagnosis AFP Program, including regular quality assurance, monitoring of procedure and delivery outcomes, and completion of documents for AFP reimbursement.
- B. Contractor shall provide Genetics Counselor services for the Olive View Perinatal Loss and Post-Partum Clinic.

 Contractor shall provide Genetics Counselor to provide genetic counseling in select fetal loss cases: refer patients to appropriate social service agencies and parent support groups, and prepare genetic counseling summary letters with recommendations for future pregnancies.
- 4. <u>SERVICE DELIVERY SITE</u>: Contractor shall provide services hereunder located at: Olive View-UCLA Medical Center, 14445 Olive View Drive, Sylmar, California 91342.
- 5. REPORTS: Contractor shall provide ad-hoc reports required by County as mutually agreed to.
- 6. <u>HEALTH CLEARANCE</u>: Prior to employment or service provision and annually thereafter, Contractor shall provide a written certification that each provider of services under this

Agreement has a health examination in accordance with Title 22, California Code of Regulations requirements, is free of infectious disease(s) has been immunized against common communicable diseases, has received a chest x-ray and/or tuberculin skin test (Mantoux test) and is able to perform the assigned duties.

7. <u>BLOODBORNE PATHOGENS</u>: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration ("OSHA") Bloodborne Pathogens Information packet prior to providing services under this Agreement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

8. PAYMENT:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of the same, County shall reimburse Contractor for genetic counseling services, effective January 1, 2006 through June 30, 2006, as described in Schedule 4. The term of the Agreement may be extended by the Director for an additional six (6) months, on a month-to-month basis, through December 31, 2006. Under any extension, Contractor shall be compensated according to the same payment provisions specified. In any event, reimbursement for genetic counseling

services rendered in the performance of Contractor's services described in this Agreement shall be included within Contractor's bill. It is an all-inclusive rate.

- (2) County shall pay for all services which County considers complete and correct. Payment for incorrect billings shall be included when resolved in the next payment cycle.
- (3) Director shall evaluate all services and tasks performed by Contractor. If, in Director's sole discretion, a service/task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for the deficient work.

Board letter genetics counselor exhibit 1 11.28.05

Genetic Counseling Services Schedule Olive View-UCLA ERI Genetic Counseling Services January 1, 2006 - June 30, 2006

Maximum Obligation:

\$25,800

Genetics Counselor III

\$3,583.33/Month

\$21,500

(Full-time, approx. 40 hours per week)

Indirect Costs

\$ 4,300

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